UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF GEORGIA FILED IN CLERK'S OFFICE U.S.D.C. - Atlanta

AUG 07 2024

## **COMPLAINT**

Gary Mitchell

Plaintiff,

v

**Experian Information Solutions Inc** 

Inc

Trans Union LLC

CASE NO.

Complaint for a civil case

Jury Trial: 

Yes □ No

1:24-CV-3506

## **Introduction**

1. This is a civil action for actual, statutory damages and cost brought by Gary Mitchell ("Plaintiff") an individual consumer, against defendants, Experian Information Solutions Inc ("Experian") and Trans Union LLC (Transunion) for violations of the Fair Credit Reporting Act, 15 U.S.C § 1681 et seq. (hereinafter "FCRA").

## Jurisdiction

2. Jurisdiction of this court arises under 15 U.S.C § 1681(P), 15 U.S.C § 1692 K(d) and 28 U.S.C § 1391 B(2) because a substantial part of the events, omissions, or conduct giving rise to plaintiff claim occurred in this judicial district. Defendant ("Experian") and (Transunion) transact business in Atlanta, Fulton County, Georgia.

COMPLAINT FOR A CIVIL CASE - 1

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3. The court has supplemental jurisdiction of any state law pursuant to 28 U.S.C § 1367.

## **Parties**

- 4. Plaintiff, Gary Mitchell is a natural person and consumer as defined by 15 U.S.C § 1681 a(c), residing in Gwinnett County, Georgia.
- 5. Upon information and belief, Defendant, Experian Information Services Inc (Experian) is a "Consumer Reporting Agency" with a principal address at 475 Anton Blvd, Costa Mesa, CA, 92626, USA
- 6. Experian has a registered agent by the name of CT Corporation with an address at 289 S Culver St, Lawrenceville, GA, 30046-4805, USA
- 7. Upon information and belief, Defendant, Transunion LLC (Transunion) is a "Consumer Reporting Agency" with a principal address at 555 West Adams Street, Chicago, IL, 60661-3719, USA. Trans Union has a registered agent by the name of Corporation Service Company whose physical address is 2 Sun Court, Suite 400, Peachtree Corners, GA, 30092, USA.
- 8. Upon information and belief, Experian and Transunion are "consumer reporting agency", as defined in 15 U.S.C. § 168la(f). Upon information and belief, Experian and Transunion are regularly engaged in the business of assembling, evaluating, 'and disbursing information concerning consumers for the purpose of furnishing consumer reports, as defined in 15 U.S.C. §168la(d) to third parties.
- 9. Upon information and belief, Experian and Transunion disburses such consumer reports to third parties under contract for monetary compensation, furnishing consumer reports, as defined in 15 U.S.C. § 1681 a(d) to third parties.

10. The acts as described in this complaint were performed by defendants or on defendant's behalf by its owners, officers, agents, and/or employees acting within the scope of their actual or apparent authority. As such, all references to "defendant" or their owners, agents, and/or employees.

### **Introduction**

- 11. According to 15 USC §1681a of the Fair Credit Reporting Act (FCRA), The banking system is dependent upon fair and accurate credit reporting. Inaccurate credit reports directly impair the efficiency of the banking system, and unfair credit reporting methods undermine the public confidence which is essential to the continued functioning of the banking system.
- 12. According to 15 USC §1681i(a)(1)(A) Subject to subsection (f) and except as provided in subsection (g), if the completeness or accuracy of any item of information contained in a consumer's file at a consumer reporting agency is disputed by the consumer and the consumer notifies the agency directly, or indirectly through a reseller, of such dispute, the agency shall, free of charge, conduct a reasonable reinvestigation to determine whether the disputed information is inaccurate and record the current status of the disputed information, or delete the item from the file in accordance with paragraph (5), before the end of the 30-day period beginning on the date on which the agency receives the notice of the dispute from the consumer or reseller.
- 13. According to 15 USC §1681e(a) of the FCRA every consumer reporting agency shall maintain reasonable procedures designed to avoid violations of section 1681c of this title and to limit the furnishing of consumer reports to the purposes listed under section 1681b of this title.
- 14. Furthermore section 15 USC§ 1681e(b) of the FCRA goes on to state that whenever a consumer reporting agency prepares a consumer report it shall follow reasonable procedures to

assure maximum possible accuracy of the information concerning the individual about whom the report relates.

15. Defendant is subject to civil liability under 15 USC § 1681n for the willful noncompliance and 15 USC § 1681o for negligent noncompliance under the Fair Credit Reporting Act.

## Factual Allegations

- 16. On or about April 2024, plaintiff reviewed his Experian and Transunion consumer report.
- 17. In the report the Plaintiff observed multiple accounts including Amex, BMW and a collection that was reporting inaccurate and incomplete information on his Experian and Transunion consumer report.
- 18. Defendant sent a dispute letter on or around April 19th 2024 disputing the completeness and accuracy of the inaccurate accounts stated above to TransUnion and Experian. (See Exhibit One)
- 19. According to 15 USC§ 1681i(a)(1) of the FCRA, if the completeness or accuracy of any item of information contained in a consumer's file at a consumer reporting agency is disputed by the consumer and the consumer notifies the agency directly, or indirectly through a reseller, of such dispute, the agency shall, free of charge, conduct a reasonable reinvestigation to determine whether the disputed information is inaccurate and record the current status of the disputed information, or delete the item from the file in accordance with paragraph (5), before the end of the 30-day period beginning on the date on which the agency receives the notice of the dispute from the consumer or reseller.

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- 20. On or around May 2024, Experian sent back the results of the dispute and the accounts were "Updated" and "Verified as Accurate" however Transunion continued to report the account inaccurately on the Plaintiff's consumer report. (See Exhibit B)
- 21. On or around May 2024, Experian sent back the results of the dispute and the accounts were "Updated" and "Verified as Accurate" however, Experian continued to report the account inaccurately on the Plaintiff's consumer report. (See Exhibit C).
  - 22. In the Plaintiff's dispute letter to the defendant Experian, the Plaintiff pointed out multiple clear inaccurate and incomplete information that the defendant was reporting. The defendant in turn sent back the dispute results verifying the account as accurate yet failing to update any of the incomplete and inaccurate information that the Plaintiff clearly pointed out. Looking at the accounts, you can clearly see the inaccuracies that the defendant is reporting. On each American Express account, the balance is incomplete, the original balance is incomplete, the payment history is inaccurate, the status is inaccurate and reporting as no status, the monthly payment is incomplete, and the comments are inaccurate. The payment history on the BMW Financial account is inaccurate, the balance history is inaccurate, the recent payment is incomplete, and the original balance is incomplete. The payment history on the Medical Data systems is inaccurate, the balance is inaccurate, the date account will be removed is inaccurate.
  - 23. In the Plaintiff's dispute letter to the Defendant Transunion, the Plaintiff pointed out multiple clear inaccurate and incomplete information that the Defendant was reporting. The Defendant in return sent back the dispute results verifying the account as accurate yet failing to update any of the incomplete and inaccurate information that the Plaintiff clearly pointed out. Looking at the accounts, you can clearly see the

inaccuracies that the Defendant is reporting. The payment history for each account is inaccurate and incomplete, the payment received for both accounts are inaccurate and incomplete, the credit limit for each Amex account is inaccurate, the terms on every account is inaccurate, and Transunion is reporting the balance on the BMW account as zero which is inaccurate as it should be \$701.

- 24. Experian and Transunion had actual knowledge of these inaccuracies from the Plaintiff's dispute letter and deliberately chose to ignore and permit the reporting of the inaccurate accounts.
- 25. Transunion and Experian's reinvestigation results were not proper and as a result they continued reporting information that is materially misleading and thus, inaccurate. See *Shaw v. Experian Information Solutions, Inc.*, concluded that an item of information on a consumer's credit report is "inaccurate" if it either is patently incorrect" or is "misleading in such a way and to such an extent that it can be expected to adversely affect credit decisions." 891 F.3d, 749, 756 (9th Cir. 2018)
- 26. Transunion and Experian verified the disputed information without account-level documentation which is a violation of the FCRA.
- 27. As the FCRA does not define "verify" or "investigation," we must look to the ordinary meaning of those terms. See United States v. Santos, 553 U.S. 507, 511, 128 S.Ct. 2020, 2024 (2008)) ("When a term is undefined, we give it its ordinary meaning."); United States v. Lopez, 590 F.3d 1238, 1248 (11th Cir. 2009) ("To ascertain the ordinary meaning, courts often turn to dictionary definitions for guidance.").
- 28. The ordinary meaning of "verification" is: (1) "evidence that establishes or confirms the accuracy or truth of something"; (2) "the process of research, examination, etc.,

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required to prove or establish authenticity or validity"; (3) "a formal assertion of the truth of something, as by oath or affidavit"; and (4) "a short confirmatory affidavit at the end of a pleading or petition." Haddad v. Alexander, Zelmanski, Danner & Fioritto, PLLC, 758 F.3d 777, 782-83 (6th Cir. 2014) (quoting Random House Unabridged Dictionary 2113 (2d ed.1993). "Verify" has a similar meaning in the legal context. See Black's Law Dictionary1793 (10th ed. 2014) ("verify vb. (14c) 1. To prove to be true; to confirm or establish the truth or truthfulness of; to authenticate. 2. To confirm or substantiate by oath or affidavit; to swear to the truth of."). Finally, the term "investigation" is defined as "[a] detailed inquiry or systematic examination" or "a searching inquiry." Johnson, 357 F.3d at 430 (quoting Am. Heritage Dictionary 920 (4th ed. 2000); Webster's Third New Int'l Dictionary 1189 (1981)).

- 29. Experian and Transunion prepared and published to third party's multiple inaccurate consumer reports about the plaintiff that contained the inaccurate accounts despite multiple disputes.
- 30. Experian and Transunion received the plaintiff's disputes, but in each case wholly and entirely failed to conduct the reinvestigations required by law. Instead, they merely "parroted" the information dictated to it by the furnishers.
- 31. Credit scoring algorithms take Plaintiff's account status into consideration when generating a credit score and reporting this account inaccurately has caused a lower credit score to be generated.
  - 32. The defendants failed to conduct a reasonable investigation and reinvestigation.
  - 33. The defendants failed to review and consider all relevant information submitted by Plaintiff.

- 34. Experian and Transunion failed to conduct an independent investigation and, instead, deferred to despite the evidence and/or information Plaintiff provided to them.
- 35. Experian and Transunion possessed evidence that the information was inaccurate as described by Plaintiff in the Disputes; however, Experian and Transunion failed to correct the information.
- 36. Experian's and Transunion's reporting of inaccurate information about the Account, which is the subject of the Dispute, despite evidence that said information is inaccurate, is evidence of both defendants' failure to establish or follow reasonable procedures to assure the maximum possible accuracy of Plaintiff's credit reports and file.
- 37. The defendants did not conduct any independent investigation after they (Experian) and (TransUnion) received Plaintiff's dispute and, instead, chose to parrot the information they received from the furnishers despite being in possession of evidence that the information was clearly inaccurate.
- 38. Without any explanation or reason, the defendants continued to report these false, inaccurate, or otherwise incomplete information, about Plaintiff.
- 39. On at least one occasion within the past year, by example only and without limitation, Experian and TransUnion violated 15 U.S.C. § 1681e(b) by failing to establish or follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit reports and credit files published and maintained concerning Plaintiff.
- 40. Experian and Transunion failed to establish or follow reasonable procedures to assure maximum possible accuracy of Plaintiff's credit reports and credit files when reinvestigating Plaintiff's disputes of the information contained in Plaintiff's credit report.

- 41. Experian's and Transunion's procedures were per se deficient by reason of these failures in ensuring maximum possible accuracy of Plaintiff's credit reports and credit files.
- 42. The defendants have willfully and recklessly failed to comply with the FCRA. The failures of Experian and Transunion to comply with the FCRA include, but are not limited to, the following:
- [a] the failure to follow reasonable procedures to assure the maximum possible accuracy of the information reported;
- [b] the failure to correct erroneous personal information regarding Plaintiff after a reasonable request by Plaintiff;
- [c] the failure to remove and/or correct the inaccuracy and derogatory credit information after a reasonable request by Plaintiff;
- [d] the failure to promptly and adequately investigate information which Experian had notice was inaccurate;
- [e] the continual placement of inaccurate information into the credit report of Plaintiff after being advised by Plaintiff that the information was inaccurate;
- [f] the failure to note in the credit report that Plaintiff disputed the accuracy of the information;
- [g] the failure to promptly delete information that was found to be inaccurate, or could not be verified, or that the source of information had advised Experian and Transunion to delete; and
- [h] the failure to take adequate steps to verify information Experian and Transunion had reason to believe was inaccurate before including it in the credit report of the consumer.

43. Due to this negligent reporting by Experian and Transunion on the Plaintiff's consumer report, the consumer has suffered numerous damages including but not limited to statutory damages, actual damages including loss of credit, credit denials, higher interest rates, loss of time due to dealing with the violations from the defendants, anxiety, humiliation, damage to character, mental distress, and emotional distress.

- 44. Plaintiff's injury is "particularized" and "actual" in that the conduct that deprived plaintiff of their rights was directed by Defendant to Plaintiff specifically.
- 45. Plaintiff's injury is "particularized" and "actual" in that the Plaintiff has suffered from a lower credit score, credit denials, and opportunities to benefit from his credit as a result of the Defendant failing to correctly modify or delete this inaccurate reporting accounts as required by law.
- 46. Plaintiff's injury is "particularized" and "actual" in that the Plaintiff suffered emotional distress due to the violation of his rights, having his inaccurate consumer report being reported to multiple third parties, losing the benefit of being able to benefit from his credit, being denied for credit and having to pay higher interest rates due to the inaccurate reporting by the Defendant.
- 47. The conduct, action and inaction of Experian and Transunion was willful, thereby rendering Experian and Transunion each liable for actual, statutory, and punitive damages, in an amount to be determined by a judge and/or jury pursuant to 15 U.S.C. § 1681(n).
- 48. Plaintiff is entitled to recover reasonable costs and attorney's fees from each defendant in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681(n).
- 49. The appearance of the accounts on Plaintiff's credit report, namely, the accounts identified by Plaintiff in Plaintiff's dispute to Experian and Transunion, was the direct and proximate result of each defendant's willful failure to maintain reasonable procedures to assure

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the maximum possible accuracy of Plaintiff's credit report in violation of the 15 U.S.C. § 1681e(b).

## Count 1 Violation of the Fair Credit Reporting Act 15 U.S.C § 1681e(b) (Experian)(Transunion)

- 50. Mr. Mitchell realleges and incorporates all other factual allegations set forth in this complaint.
  - 51. Experian and Transunion violated 15 U.S.C §1681e(b) by failing to establish or follow reasonable procedures to assure maximum possible accuracy in the preparation of the Plaintiff's credit reports and credit file it published and maintained after the date Plaintiff put the agencies on notice of the suspect and disputed inaccuracies.
  - 52. Maximum possible accuracy means making sure you are reporting every detail on a consumer report with 100% accuracy and completeness. Defendant Experian and Transunion clearly failed to follow reasonable procedures to assure maximum accuracy as the Plaintiff clearly disputed very specifically each detail that was inaccurate and incomplete to the Defendant, yet in despite of the Plaintiffs dispute, each defendant verified each account and continued to report the information the Plaintiff disputed inaccurately and incompletely.
  - As a result of Experian's and Transunion's violations of 15 U.S.C 1681e(b), Mr. 53. Mitchell suffered actual damages, including but not limited to: loss of credit, denial of credit, loss of ability to purchase or benefit from credit, loss of time due to learning how to defend against the Defendant's violation of his rights, emotional distress, anxiety, damage to reputation, and other mental and physical distress.
  - 54. The violations by each defendant were willful rendering the Defendant liable for punitive damages in an amount to be determined by the court pursuant to 15 U.S.C

1681n. In the alternative, each defendant was negligent, which entitles Mr. Mitchell to recovery under 15 U.S.C 1681o.

55. Mr. Mitchell is entitled to recover actual damages, statutory damages, cost and attorney's fees from Experian in an amount to be determined by the court pursuant to 15 U.S.C 1681n and 1681o.

## Count II Violation of the Fair Credit Reporting Act 15 U.S.C § 1681i(a)(1)(A) (Experian)(Transumion)

- <u>56.</u> Mr. Mitchell realleges and incorporates all other factual allegations set forth in this complaint.
- 57. Experian and Transunion violated 15 U.S.C§ 1681i(a)(1)(A) on multiple occasions by failing to conduct a reasonable investigation to determine whether the disputed information was inaccurate and record the current status of the disputed information or delete the item from Mr. Mitchell's credit file.
- 58. Each defendant violated 15 U.S.C§ 1681i(a)(1)(A) because the Plaintiff disputed each inaccurate and incomplete item being reported on his consumer report, yet the Defendant received the Plaintiff's dispute and failed to update or delete any of the clearly inaccurate items that the Plaintiff pointed out in his dispute which clearly shows they did not do a proper investigation and is a violation of 15 U.S.C§ 1681i(a)(1)(A).
- 59. As a result of each defendants violations of 15 U.S.C §1681i(a)(1)(A), Mr. Mitchell suffered actual damages, including but not limited to: loss of credit, denial of credit, loss of ability to purchase or benefit from credit, loss of time due to learning how to defend against the Defendant's violation of his rights, damage to reputation from brandishing an inaccurate consumer report to third parties which in turn led to

humiliation and embarrassment, anxiety and other mental, physical, and emotional distress.

- 60. The violations by each defendant were willful rendering the Defendant liable for punitive damages in an amount to be determined by the court pursuant to 15 U.S.C 1681n. In the alternative, Experian was negligent, which entitles the plaintiff to recovery under 15 U.S.C § 1681o.
- 61. Mr. Mitchell is entitled to recover actual damages, statutory damages, cost and attorney's fees from Experian in an amount to be determined by the court pursuant to 15 U.S.C §1681n and 1681o.

# Count III Violation of the Fair Credit Reporting Act 15 U.S.C § 1681i(a)(2)(A) (Experian)(Transuion)

- <u>62.</u> The plaintiff realleges and incorporates all other factual allegations set forth in this complaint.
- 63. Transunion and Experian violated 15 U.S.C §1681i(a)(2)(A) on multiple occasions by failing to provide each furnisher that the plaintiff disputed with all relevant information regarding Mr. Mitchell's disputes.
- 64. As a result of each defendant's violations of 15 U.S.C §1681i(a)(2)(A), Mr. Mitchell suffered actual damages, including but not limited to: loss of credit, denial of credit, loss of ability to purchase or benefit from credit, damage to reputation, embarrassment, humiliation, anxiety and other mental, physical, and emotional distress.
- 65. The violations by each defendant were willful rendering the Defendant liable for punitive damages in an amount to be determined by the court pursuant to 15 U.S.C §

1681n. In the alternative, each defendant was negligent, which entitles Mr. Mitchell to recovery under 15 U.S.C §1681o.

66. Mr. Mitchell is entitled to recover actual damages, statutory damages, cost and attorney's fees from each defendant in an amount to be determined by the court pursuant to 15 U.S.C 1681n and 1681o.

## Count IV Violation of the Fair Credit Reporting Act 15 U.S.C § 1681i(a)(4) (Transunion)(Experian)

- <u>67.</u> Mr. Mitchell realleges and incorporates all other factual allegations set forth in this complaint.
- 68. Transunion and Experian violated 15 U.S.C §1681i(a)(4) on multiple occasions by failing to review and consider all relevant information submitted by the plaintiff.
- 69. In the Plaintiff's dispute letter to the Defendant, the Plaintiff pointed out multiple inaccurate and incomplete information that the Defendant was reporting. The Defendant in return sent back the dispute results verifying the account as accurate yet failing to update any of the incomplete and inaccurate information that the Plaintiff clearly pointed out. (See paragraph 22& 23)
- 70. As a result of each defendants violations of 15 U.S.C §1681i(a)(4), Mr. Mitchell suffered actual damages, including but not limited to: loss of credit, denial of credit, loss of ability to purchase or benefit from credit, damage to reputation due to the Defendants inaccurate reporting of this account, Damage to reputation embarrassment and humiliation from Defendant furnishing the Plaintiff's report to third parties, anxiety from fear of defendants continuing to furnish this inaccurate information to third parties and fear of never being able to benefit from their credit, and other mental, physical, and emotional distress.

- 71. The violations by each defendant were willful rendering the Defendant liable for punitive damages in an amount to be determined by the court pursuant to 15 U.S.C § 1681n. In the alternative, each defendant was negligent, which entitles Mr. Mitchell to recovery under 15 U.S.C 1681o.
- 72. Mr. Mitchell is entitled to recover actual damages, statutory damages, cost and attorney's fees from each defendant in an amount to be determined by the court pursuant to 15 U.S.C §1681n and 1681o.

## Count V Violation of the Fair Credit Reporting Act 15 U.S.C § 1681i(a)(5)(A) (Experian)(Transunion)

- 73. Mr. Mitchell realleges and incorporates all other factual allegations set forth in this complaint.
- 74. Experian and Transunion violated 15 U.S.C §1681i(a)(5)(A) by failing to promptly delete the disputed inaccurate items of information from Mr. Mitchell's credit file or modify the item of information upon a lawful reinvestigation.
- 75. As a result of each defendant's violations of 15 U.S.C §1681i(a)(5)(A), Mr. Mitchell suffered actual damages, including but not limited to: loss of credit, denial of credit, loss of ability to purchase and benefit from credit, damage to reputation, embarrassment, humiliation, anxiety, and other mental, physical, and emotional distress.
- 76. The violations by each defendant were willful rendering the Defendant liable for punitive damages in an amount to be determined by the court pursuant to 15 U.S.C §1681n. In the alternative, each defendant was negligent, which entitles the plaintiff to recovery under 15 U.S.C 1681o.

77. Mr. Mitchell is entitled to recover actual damages, statutory damages, cost and attorney's fees from each defendant in an amount to be determined by the court pursuant to 15 U.S.C §1681n and 1681o.

WHEREFORE, Plaintiff demands judgment for actual, statutory and punitive damages against

Defendant, for their attorneys' fees and costs; for prejudgment and post-judgment interest at the

judgment rate, and such other relief the Court deems just and proper. TRIAL BY JURY IS

DEMANDED

Date: 08/06/2024

YOUR NAME: Gary Mitchell

YOUR ADDRESS: 1647 Watersprings Way

Dacula Ga 30019

CELL NUMBER: 4049184257 EMAIL: gmitchnewinfo@gmail.com

File Number Diste Ishued

a 40, 114 f 14 200 Page 5 d 7

## Your Investigation Results

INVESTIGATION RESULTS - DISPUTED INFORMATION UPDATED AND OTHER INFORMATION UPDATED. A change was made to the item(s) based on your dispute and other information has also changed.

BMW FINANCIAL SERVICES #100277" IN 1 TY . EW DRIJE COLUMBUS 1 H 1/2 15 574 5000 ;

We investigated the information you disputed and updated Balance; Date Updated; Past Due: Date Closed; Remarks; Maximum Delinquency: Rating, Historical Trended Data. Here is how this item.

appears on your credit report following our investigation

Date Opened Responsibility 07.11. 7.17

Balance

04/2018

Pay Status

Terms

n' harged " if be per most and Munimi,

Account Type

John Burgard Ir tylina parment

Date Updated Payment Received **Last Payment Made** 

11 52 2 5 125/25

or 71 martin est us from Deling landy of 12 1850

Loan Type

AUT MOBILE

High Balance Original Charge-off:

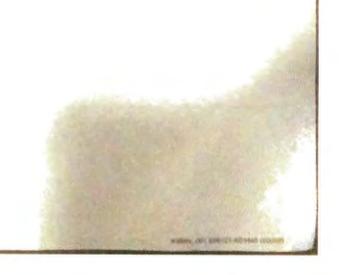
12-450

Remarks DILLI'INS OMP RPI BI JRN R TRAN TRED TO RECOVER PAD IN FULL AND CHARGE OFF

Estimated month and year that this item will be removed: 08/2030 06/202 04/2024 Rating LO 30 OK QK OK 120 60 OK 90 X Rating OK 30 OK OK OK OK OK OK OK OK OK DiK 04/2022 07/2021 06/2021 09/2021 OK Rating 30 OK OK OK OK 30 OK OK 30 04/2021 10/2020 04/2020 02/2020 01/2020 11/2020 OK Rating OK 0K OK 30 12/2019 08/2019 06/2019 04/2019 03/2019 02/2019 01/2019 11/2018 OK OK OK 0K Rating OK OK OK OK OK OK OK OK OK

Rating OK OK





File Number Date Issued 405221147 05.10.2024

Plane 6 of 7

INVESTIGATION RESULTS - VERIFIED AS ACCURATE AND UPDATED: The disputed item(s) was verified as accurate; however, other information has also changed.

AMERICAN EXPRESS #349992921 120 \*\*\*\* (POIRER # 1537 EL PA (1 TX 7 # 94 1 # 10) #74 7717)

We investigated the information you disputed and the disputed information was VERIFIED AS ACCURATE, however, we updated: Historical Trended Data Here is how this account appears on your credit report following our investigation

Date Opened Responsibility Account Type:

Loan Type

10 25 2021 Individual Account Revolving Account CREDIT CARD Balance
Date Updated
High Balance
Credit Limit
Past Due

Pay Status Terms Date Closed organiste Paga Morany -6.17 20 5

Past Due 34 4.7\*\*

Remarks ACCT INFO DISPUTED BY COM UMR, LOSED BY REDIT GRANTOR SUNFAID HALPING LIFTHGED

Estimated month and year that this item will be removed: 06/2029

Eathusten	month and V	ear that this	s item will b	e removed	. 06/2028							
	03/2024	02/2024	01/2024	12/2023	11/2023	10/2023	09/2023	08/2023	07/2023	06/2023	05/2023	04/2023
Rating	C/O	G/D	C/O	€/0	C/D	C/O	G/0	C/O	'C/O	G/O	Cro	0/0
	03/2023	02/2023	01/2023	12/2022	11/2022							
Rating	C/O	CIO	COL	COL	COL							

AMERICAN EXPRESS #349992923608\*\*\*\* PO BOX 10/1537 EL PASO TX 74998 (8/01/1674 271.\*)

We investigated the information you disputed and the disputed information was VERIFIED AS ACCURATE however, we updated Historical Trended Data Here is how this account appears on your credit report

following our investigation

Date Opened Responsibility Account Type: Loan Type: 11/04 Jul 1 Individual August Revoluting August FLEXIBLE SPENDING Balance Date Updated High Balance Credit Limit Past Due \$12,477 04/22/2024 \$12,478 \$0 >\$4,578<

Pay Status Terms Date Closed Paid Horthi 05:17.2 = 7

most from

Remarks ACCT INFO DISPUTED BY CONSUMR CLOSED BY CREDIT GRANTOR SUNPAID BALANCE HARGED OFF-

Estimated month and year that this item will be removed: 05/2029

Estimate	d month and	year that thi	s item will i	pe temoved	1 00/2029							
	03/2024	02/2024	01/2024	12/2023	11/2023	10/2023	09/2023	08/2023	07/2023	06/2023	05/2023	04/2023
Rating	C/O			C/O	Ĉ/O	C/O	C/O	0/0	C/0	C/0	CIO	C/O
	03/2023	02/2023	01/2023	12/2022	11/2022	10/2022						
Rating	C/O	C/O	C/O	COL	COL	COL						

MEDICAL DATA SYSTEMS INC #9100106\*\*\*\* ( 1532 LAKEVIEW DR SEBRING FL 33870 (866) 631 4480)

We investigated the information you disputed and the disputed information was VERIFIED AS ACCURATE however, we updated Date Updated Here is how this account appears on your credit report following our investigation.

Placed for collection: 08\_220.11
Responsibility: Individual Account Type Open Account

Loan Type

08\_220.1 Individual Account Open Account COLLECTION AGENCY ATTORNEY Balance: Date Updated: Original Amount: Original Creditor.

Past Due

ated: 0
Amount: \$
Creditor. A

\$784 Pay Status 05:07/2024 \$784

MEDICAL WS
ATLANTA MEDICAL
ENTER
(Medical Health Care)

\$784<

Remarks A I TINFO DI PUTED BY CONSUMR >PLACED FOR COLLECTION

Estimated month and year that this item will be removed: 01 2028

Prepared For GARY MITCHELL Date generated: Aug 6, 2024





## **Closed accounts**

AMEX	Closed
Unknown payment history	

Account info			
Account name	AMEX	Balance	-
Account number	3499929236088183	Balance updated	-
Original creditor		Credit limit	w
Company sold	-	Original balance	*
Account type	-	Monthly payment	-
Date opened	Nov 04, 2021	Terms	-
Open/closed	Closed	Responsibility	Individual
Status	NO STATUS	Your statement	
Status updated	-		

## **\$ Payment history**

No payment history available to display.

#### **᠌** Contact info

**Address** PO BOX 297871 FORT

LAUDERDALE,

FL 33329

(800) 874-2717 Phone number

#### **Comments**

Account closed at credit grantor's request Account in dispute under Fair Credit Billing Act experian.

Prepared For GARY MITCHELL Date generated: Aug 6, 2024

AMEX Closed

Unknown payment history

Account info

Account name AMEX Balance -

Account number 3499929213207643 Balance updated

Original creditor - Credit limit -

Company sold - Original balance -

Account type - Monthly payment

Date opened Oct 28, 2021 Terms

Open/closed Closed Responsibility Individual

Status NO STATUS Your statement

Status updated -

\$ Payment history

No payment history available to display.

**Contact** info

Address PO BOX 297871 FORT

LAUDERDALE,

FL 33329

Phone number (800) 874-2717

**Comments** 

Account closed at credit grantor's request

Account in dispute under Fair Credit Billing Act

experian.

Prepared For GARY MITCHELL Date generated: Aug 6, 2024

BMW FINANCIAL SERVICES	\$701

15 potentially negative months Closed

Ex	Account	info

Account name	<b>BMW FINANCIAL SERVICES</b>	Balance	\$701
Account number	100277XXXX	Balance updated	Jun 22, 2024
Original creditor		Original balance	-
Company sold	-	Monthly payment	-
Account type	Auto Loan	Last Payment Date	Nov 20, 2023
Date opened	Jul 08, 2017	Past due amount	\$701
Open/closed	Closed	Terms	73 Months
Status	Account charged off. \$701	Responsibility	Joint
	written off. \$701 past due as of Jun 2024.	Your statement	-

## **S Payment history**

Status updated

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	CO	CO	CO	CO	CO	CO	-	-	-	-	-	-
2023	1	1	1	1	~	1	~	1	30	60	90	120
2022	1	30	1	30	1	1	30	1	1	1	1	1
2021	1	1	1	1	1	/	1	1	1	30	1	1
2020	30	1	1	1	/	1	/	1	1	1	1	/
2019	1	1	1	1	1	1	1	1	1	1	/	~
2018	1	1	1	1	1	1	1	1	1	1	1	1
2017	-	-	-	-	-	-	44	1	1	1	1	~

Jan 2024

✓ Current / Terms met

CO Charge off

30 Past due 30 days

60 Past due 60 days

90 Past due 90 days

120 Past due 120 days

- Data Unavaliable

### Contact info

Address 5515 PARKCENTER CIR

DUBLIN, OH 43017

Phone number (800) 578-5000

## **Comments**

Transferred to recovery

Account previously in dispute - investigation complete, reported by data furnisher



Prepared For GARY MITCHELL Date generated: Aug 6, 2024

## **Collection accounts**

MEDICAL DATA SYSTEMS I	\$784
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Original creditor: WS ATLANTA MEDICAL CENTER

Account info			
Account name	MEDICAL DATA SYSTEMS I	Balance	\$784
Account number	910010XXXXX	Balance updated	Jul 28, 2024
Original creditor	WS ATLANTA MEDICAL CENTER	Original balance	\$784
Company sold	-	Monthly payment	
Account type	Collection	Past due amount	\$784
Date opened	Aug 22, 2023	Terms	1 Month
Status	Collection account. \$784 past	Responsibility	Individual
	due as of Jul 2024.	Your statement	-
Status updated	Aug 2023		

### \$ Payment history

					May						
					C						
2023	**	-	-	۰	•	•	-	-	-	С	С

**᠌** Contact info

C Collection

Address 128 W CENTER AVE FL 2

- Data Unavallable

SEBRING,

FL 33870

Phone number (800) 315-6050

Comments

Account information disputed by consumer (Meets requirement of the Fair Credit Reporting Act)